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Attorneys for Defendants
THE TRADE DESK, INC. and UNITED
HEALTHCARE SERVICES, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RAYMOND JOHNSON,

Plaintiff,

v.

THE TRADE DESK, UNITED
HEALTHCARE SERVICES, DOES 1-10,

Defendants.

Case No. 2:23-cv-02038

**DEFENDANTS' NOTICE OF
REMOVAL OF CIVIL ACTION
PURSUANT TO 28 U.S.C. §§ 1331
AND 1441**

[Filed concurrently with Civil Cover
Sheet and Certificate of Interested
Parties]

Action Filed: February 15, 2023

TO THE CLERK OF THE ABOVE-CAPTIONED COURT AND TO ALL PARTIES:

Please take notice that Defendants The Trade Desk, Inc. (“Trade Desk”) and United HealthCare Services, Inc. (“United,” together with Trade Desk, “Defendants”) hereby remove this action from the Superior Court of the State of California for the County of Los Angeles to the United States District Court for the Central District of California, pursuant to 28 U.S.C. §§ 1331. Removal is proper because this Court has subject matter jurisdiction over this action under federal question jurisdiction pursuant to 28 U.S.C. § 1331, as well as supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a). Accordingly, Defendants remove this action and, in addition, state the following:

I. BACKGROUND

1. On or about February 15, 2023, Plaintiff Raymond Johnson (“Plaintiff”) filed a Complaint against Defendants in the Superior Court for the State of California, County of Los Angeles, Case No. 23STCV03344 (the “State Court Action”).

2. On February 16, 2023, United was served with the Complaint and Summons in the State Court Action.

3. In accordance with 28 U.S.C. § 1446(a), a true and correct copy of all process, pleadings, and orders from the State Court Action are collectively attached hereto as **Exhibit A**. Upon information and belief, no other related process, pleadings, or orders have been served.

4. Because United was served with the Complaint on February 16, 2023, and Trade Desk was served on February 16, 2023, removal is timely because this Notice of Removal is filed thirty days after the service of the Complaint, as required by 28 U.S.C. § 1446(b)(1) and FRCP Rule 6(a)(1).

5. Removal is also proper because both Trade Desk and United, the only named defendants (both represented by the undersigned counsel), timely consent to removal of the State Court Action to this Court.

1 6. In accordance with 28 U.S.C. § 1446(d), a copy of Defendants’ Notice of
2 Filing of Notice of Removal is being filed contemporaneously with the Clerk of the
3 Superior Court for the State of California, County of Los Angeles (*see* **Exhibit B**).

4 7. In accordance with 28 U.S.C. § 1446(d), Defendants are contemporaneously
5 serving this Notice of Removal on all adverse parties.

6 **II. VENUE**

7 8. Venue is proper under 28 U.S.C. § 1441(a) because this Court is the United
8 States District Court for the district corresponding to the place where the State Court Action
9 is pending. Specifically, Plaintiff filed this action in the Superior Court for the State of
10 California, County of Los Angeles (*see* Exhibit A), which is located within the Central
11 District of California. Therefore, the State Court Action may be removed to this Court.

12 **III. GROUNDS FOR REMOVAL**

13 **A. Federal Question Jurisdiction**

14 9. Plaintiff asserts one cause of action against Defendants for recovery of benefits
15 under the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1132
16 (a)(1)(B). Plaintiff alleges that Defendants failed to properly adjudicate and reimburse
17 benefits under an ERISA-governed health plan (the “Plan”). Plaintiff’s sole cause of action
18 under ERISA directly relates to the enforcement of rights and the payment of benefits under
19 the Plan—the Plan does not fall within an ERISA exemption defined within 29 U.S.C. §§
20 1002.

21 10. Federal courts have original jurisdiction over all cases that arise under federal
22 law, 28 U.S.C. § 1331, and such cases are explicitly within this Court’s removal
23 jurisdiction. *See* 28 U.S.C. § 1441(b) (courts have removal jurisdiction for any action in
24 which the district courts have original jurisdiction founded on a claim or right arising under
25 the Constitution, treaties, or laws of the United States). Here, Plaintiff seeks “to recover
26 benefits and enforce rights under 29 U.S.C. § 1132 (a)(1)(B),” making this entire case
27 removable to this Court.
28

11. Alternatively, and in further support of removal, the doctrine of complete preemption confers jurisdiction pursuant to 28 U.S.C. § 1331, which provides that the district court has original jurisdiction of “all civil actions arising under the Constitution, laws, or treaties of the United States.” *See* 29 U.S.C. § 1132(a); *Aetna Health Inc. v. Davila*, 542 U.S. 200, 207–08 (2004) (“[W]hen the federal statute completely preempts the state-law cause of action, a claim which comes within the scope of that same cause of action, even if pleaded in terms of state law, is in reality based on federal law: ERISA is one of these statutes.” (internal quotations and citations omitted)). After *Davila*, the Ninth Circuit held that a state law cause of action is completely preempted if “(1) an individual, at some point in time, could have brought the claim under ERISA § 502(a)(1)(B), and (2) where there is no other independent legal duty that is implicated by a defendant’s actions.” *Fossen v. Blue Cross & Blue Shield of Mont.*, 660 F.3d 1102, 1107-08 (9th Cir. 2011) (citations omitted). Notwithstanding Plaintiff’s specific cause of action under ERISA, both prongs of the *Davila* test are satisfied here.¹

IV. RESERVATION OF RIGHTS

12. Defendants deny the allegations contained in Plaintiff’s Complaint and file this Notice of Removal without waiving any defenses, objections, exceptions, and/or obligations that may exist in its favor in either state or federal court.

13. Defendants do not concede in any way that (i) Plaintiff has asserted a claim upon which relief can be granted, (ii) Plaintiff has standing to sue, and/or (iii) recovery of any of the amounts sought is authorized or appropriate under the terms of the ERISA-governed Plan.

14. Defendants reserve the right to amend or supplement this Notice of Removal. Further, to the extent any questions arise as to the propriety of the removal of the State

¹ For the first prong, Plaintiff alleges that he is a “‘beneficiary’ entitled to collect benefits.” (Compl. ¶ 34.) With respect to the second prong, Plaintiff contends that Plaintiff’s health plan is an ERISA plan and alleges a right to benefits under the ERISA-governed Plan: “Plaintiff seeks to obtain *proper reimbursement under the ERISA plan* to offset the cost that Plaintiff has incurred with Medical Providers.” (*Id.* ¶¶ 16, 31 (emphasis added).)

1 Court Action, Defendants expressly request the opportunity to present a brief, oral
2 argument and any further evidence necessary in support of its position that this action is
3 removable.

4 WHEREFORE, in accordance with the authorities set forth above, Defendants
5 hereby remove this action from the Superior Court of the State of California for the County
6 of Los Angeles to the United States District Court for the Central District of California,
7 and requests such other and further relief as the Court deems appropriate and just.

8
9 DATED: March 17, 2023

Respectfully submitted,

SEYFARTH SHAW LLP

11 By: /s/ Kathleen Cahill Slaught

12 Kathleen Cahill Slaught
13 Ryan R. Tikker
14 Amanda L. Genovese (*Pro Hac Vice*
Forthcoming)

15 Attorneys for Defendants
16 THE TRADE DESK, INC. and
17 UNITED HEALTHCARE
18 SERVICES, INC.
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